

## REMARKS

The Office Action mailed August 29, 2006 has been carefully reviewed and the foregoing amendment and following remarks have been made in consequence thereof.

Claims 1-24 are now pending in this application. Claims 1-24 are rejected. Claims 1, 8, 16, and 24 are amended. No new matters have been added.

The rejection of Claims 1-2, 9-10, and 17-18 under 35 U.S.C. § 102(e) as being unpatentable over O'Malley et al. (U.S. Patent Application No. 2002/0026408) "O'Malley" is respectfully traversed.

O'Malley describes a system 111 for enrolling a user 109 with multiple request for quote (RFQ) providers 105. The user 109 submits data to the RFQ system 111 for a product or service that the user 109 has an interest in (paragraph [0118]). The user 109 is registered in the RFQ system 111 and the RFQ system 111 uses an integrated system of information to enroll the user with multiple RFQ providers 105 (paragraph [0022]). Upon receiving the quote from any of RFQ providers 105 the user 109 may accept, reject, or ignore the quote (paragraphs [0028], [0029]). If the user 109 ignores the quote or rejects the quote, then user 109 is not affected by the quote (e.g., user 109 is not legally or financially obligated in connection with the quote) (paragraph [0030]). If, however, user 109 accepts the quote from any of RFQ providers 105 and/or the supplier, then user 109 may be obligated (e.g., legally, financially, or otherwise) (paragraph [0030]).

Claim 1 recites a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service wherein the method includes "receiving data relating to at least one of a customer desired product and a customer desired service...providing the customer a budgetary quote based on the received data...receiving a customer response based on the budgetary quote...providing, via the web, the customer a contractual quote based on the received customer response."

O'Malley does not describe nor suggest a network based method for facilitating providing a customer with a quote for at least one of a manufactured

product and a service as recited in Claim 1. Specifically, O'Malley does not describe nor suggest a network based method that includes providing, via the web, the customer a contractual quote based on the received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected does not teach the contractual quote that is based on the customer response to the budgetary quote. Accordingly, O'Malley does not describe nor suggest a network based method for facilitating providing, via the web, the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 1 is submitted to be patentable over O'Malley.

Claim 2 depends from independent Claim 1. When the recitations of Claim 2 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claim 2 likewise is patentable over O'Malley.

Claim 9 recites a network based system for providing a customer with a quote for at least one of a manufactured product and a service wherein the system includes "at least one device...a server connected to said device and configured to...receive data relating to at least one of a customer desired product and a customer desired service...provide the customer a budgetary quote based on the received data...receive a customer response based on the budgetary quote...provide the customer a contractual quote based on the received customer response."

O'Malley does not describe nor suggest a network based system for providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 9. Specifically, O'Malley does not describe nor suggest a a server configured to provide the customer a contractual quote based on the received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. A description in O'Malley of a single

tier of quote in which the quote is made then either accepted or rejected does not teach the contractual quote that is based on the customer response to the budgetary quote. Accordingly, O'Malley does not describe nor suggest a server configured to provide the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 9 is submitted to be patentable over O'Malley.

Claim 10 depends from independent Claim 9. When the recitations of Claim 10 are considered in combination with the recitations of Claim 9, Applicants submit that dependent Claim 10 likewise is patentable over O'Malley.

Claim 17 recites a computer readable medium encoded with a program executable by a computer for providing a customer with a quote for at least one of a manufactured product and a service wherein the program is configured to "instruct the computer to...receive data relating to at least one of a customer desired product and a customer desired service...provide the customer a budgetary quote based on the received data...receive a customer response based on the budgetary quote...provide the customer a contractual quote based on the received customer response."

O'Malley does not describe nor suggest a computer readable medium encoded with a program as recited in Claim 17. Specifically, O'Malley does not describe nor suggest a computer readable medium encoded with a program configured to provide the customer a contractual quote based on the received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected does not teach the contractual quote that is based on the customer response to the budgetary quote. Accordingly, O'Malley does not describe nor suggest a computer readable medium encoded with a program configured to provide the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 17 is submitted to be patentable over O'Malley.

Claim 18 depends from independent Claim 17. When the recitations of Claim 18 are considered in combination with the recitations of Claim 17, Applicants submit that dependent Claim 18 likewise is patentable over O'Malley.

For at least the reasons set forth above, Applicants respectfully request that the Section 102 rejection of Claims 1, 2, 9, 10, 17, and 18 be withdrawn.

The rejection of Claims 3, 11, and 19 under 35 U.S.C. § 103(a) as being unpatentable over O'Malley et al. (U.S. Patent Application No. 2002/0026408) "O'Malley" in view of Singh (U.S. Patent Application No. 2001/0047311) is respectfully traversed.

O'Malley is described above. Singh describes a collaborative system of aggregating purchase requests wherein buyers 104, suppliers 102, 103 and distributors are electronically connected, via a communications network 110 for the procurement and delivery of both standard and custom products or services (paragraphs [0003], [0025], [0028], and [0049]). Purchase orders are received at an electronic repository connected with the network, such as a website and associated memory (paragraphs [0035], [0051] and [0055]). In response to the received purchase orders, one or more quotes are received at the repository (paragraphs [0035] and [0036]). One method includes aggregating buyers 104 based on a purchase order commonality, while another method includes aggregating suppliers 102, 103 based on capacity similarities (paragraph [0027]). After a match is made and processed, a procurement transaction is executed between a buyer 104 and one or more suppliers 102, 103 via electronic communication over the communications network 110 (paragraphs [0036]-[0038]).

Applicants respectfully submit that the Section 103 rejection of the presently pending claims is not a proper rejection. As described above O'Malley does not describe nor suggest a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 1. Applicants respectfully submit that also considering Singh does not overcome the deficiencies described above and therefore neither O'Malley nor Singh considered alone or in combination, describes or suggests the claimed combination.

Claim 3 depends from independent Claim 1, which is recited above.

Neither O'Malley nor Singh, considerable alone or in combination describes or suggests a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 1. Specifically, neither O'Malley nor Singh describe nor suggest a network based method that includes providing, via the web, the customer a contractual quote based on the received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected does not teach the contractual quote that is based on the customer response to the budgetary quote. Singh describes a collaborative system of aggregating purchase requests that includes an applications server that include programs to enable language translation. Accordingly, neither O'Malley nor Singh describe nor suggest providing, via the web, the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 1 is submitted to be patentable over O'Malley in view of Singh.

When the recitations of Claim 3 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claim 3 likewise is patentable over O'Malley in view of Singh.

Claim 11 depends from independent Claim 9, which is recited above.

Neither O'Malley nor Singh, considerable alone or in combination describes or suggests a network based system for providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 9. Specifically, neither O'Malley nor Singh describe nor suggest a server configured to provide the customer a contractual quote based on the received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. A description in O'Malley of a single tier of quote in which the quote is

made then either accepted or rejected does not teach the contractual quote that is based on the customer response to the budgetary quote. Singh describes a collaborative system of aggregating purchase requests that includes an applications server that include programs to enable language translation. Accordingly, neither O'Malley nor Singh describe nor suggest a server configured to provide the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 9 is submitted to be patentable over O'Malley in view of Singh.

When the recitations of Claim 11 are considered in combination with the recitations of Claim 9, Applicants submit that dependent Claim 11 likewise is patentable over O'Malley in view of Singh.

Claim 19 depends from independent Claim 17, which is recited above.

Neither O'Malley nor Singh, considerable alone or in combination describes or suggests a computer readable medium encoded with a program as recited in Claim 17. Specifically, neither O'Malley nor Singh describe nor suggest a computer readable medium encoded with a program configured to provide the customer a contractual quote based on the received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected does not teach the contractual quote that is based on the customer response to the budgetary quote. Singh describes a collaborative system of aggregating purchase requests that includes an applications server that include programs to enable language translation. Accordingly, neither O'Malley nor Singh describe nor suggest providing the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 17 is submitted to be patentable over O'Malley in view of Singh.

When the recitations of Claim 19 are considered in combination with the recitations of Claim 17, Applicants submit that dependent Claim 19 likewise is patentable over O'Malley in view of Singh.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 3, 11, and 19 be withdrawn.

The rejection of Claims 4-8, 12-16, and 20-24 under 35 U.S.C. § 103(a) as being unpatentable over O'Malley et al. (U.S. Patent Application No. 2002/0026408) "O'Malley" in view of Duke (International Publication No. WO 01/37177A1) is respectfully traversed.

O'Malley is described above. Duke describes a quote request channel 10 that provides non-exclusive sales leads to all dealers subscribing 13 to a given local advertising cooperative (page 10, lines 14-17). The sales leads are generated in response to quote requests 20, 21 from buyers 14 visiting a web site 11 advertised 19 by conventional advertising cooperatives in the print media and on television and/or radio (page 10, lines 17-18; page 15, lines 6-9). The channel 10 transmits each buyer's 14 description of a desired product, which may include narrative request 21 rather than manufacturer's model specifications 20, to all members 13 of the advertising cooperative as quote requests 20, 21 (page 18, lines 15-17; page 20, lines 12-18). Any member 13 of the advertising cooperative that receives the quote request 20, 21 can respond to the buyer 14 with a quote 12 (page 14, lines 16-18).

Applicants respectfully submit that the Section 103 rejection of the presently pending claims is not a proper rejection. As described above O'Malley does not describe nor suggest a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 1. Applicants respectfully submit that also considering Duke does not overcome the deficiencies described above and therefore neither O'Malley nor Duke considered alone or in combination, describes or suggests the claimed combination.

Claims 4-7 depend from independent Claim 1, which is recited above.

Neither O'Malley nor Duke, considerable alone or in combination describes or suggests a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 1. Specifically, neither O'Malley nor Duke describe nor suggest a network based method that includes providing, via the web, the customer a contractual quote based on the

received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected does not teach the contractual quote that is based on the customer response to the budgetary quote. Duke describes that users can receive quotes from a franchisee via e-mail. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected and a description in Duke of the reception of quotes via e-mail do not teach the contractual quote that is based on the customer response to the budgetary quote. Accordingly, neither O'Malley nor Duke describe nor suggest providing, via the web, the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 1 is submitted to be patentable over O'Malley in view of Duke.

When the recitations of Claims 4-7 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claims 4-7 likewise are patentable over O'Malley in view of Duke.

Claim 8 recites a network based method for facilitating providing a customer with a quote for at least one of a medical product and a medical service wherein the method includes "receiving data relating to at least one of a customer desired medical product and a customer desired medical service...publishing a budgetary quote as an Extensible Markup Language (XML) document...loading the XML budgetary quote in a quote repository...sending an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published budgetary quote...providing the customer access to view the budgetary quote via the URL...receiving a customer response based on the budgetary quote...publishing a contractual quote as an Extensible Markup Language (XML) document...loading the XML contractual quote in a quote repository...sending an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published contractual quote...providing the customer access to view the contractual quote via the URL...receiving a customer response comprising at least

one of a message to a manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote.”

Neither O’Malley nor Duke, considerable alone or in combination describes or suggests a network based method for facilitating providing a customer with a quote for at least one of a medical product and a medical service as recited in Claim 8. Specifically, neither O’Malley nor Duke describe nor suggest a network based method for facilitating providing a customer a quote that includes sending an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published budgetary quote, providing the customer access to view the budgetary quote via the URL, sending an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published contractual quote, and providing the customer access to view the contractual quote via the URL. Rather, O’Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. Duke describes that users can receive quotes from a franchisee via e-mail, but Duke does not describe or suggest sending an email alert to the customer that includes a Uniform Resource Locator (URL) indicating a location of the published budgetary quote. A description in O’Malley of a single tier of quote in which the quote is made then either accepted or rejected and a description in Duke of the reception of quotes via e-mail do not teach sending the e-mail alert including the URL indicating the location of the published budgetary quote. Accordingly, neither O’Malley nor Duke describe nor suggest a network based method for facilitating providing a customer a quote that includes sending an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published budgetary quote, providing the customer access to view the budgetary quote via the URL, sending an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published contractual quote, and providing the customer access to view the contractual quote via the URL. For the reasons set forth above, Claim 8 is submitted to be patentable over O’Malley in view of Duke.

Claims 12-15 depend from independent Claim 9, which is recited above.

Neither O'Malley nor Duke, considerable alone or in combination describes or suggests a network based system for providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 9. Specifically, neither O'Malley nor Duke describe nor suggest a server configured to provide the customer a contractual quote based on the received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote, and Duke describes that users can receive quotes from a franchisee via e-mail. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected and a description in Duke of the reception of quotes via e-mail do not teach the contractual quote that is based on the customer response to the budgetary quote. Accordingly, neither O'Malley nor Duke describe nor suggest a server configured to provide the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 9 is submitted to be patentable over O'Malley in view of Duke.

When the recitations of Claims 12-15 are considered in combination with the recitations of Claim 9, Applicants submit that dependent Claims 12-15 likewise are patentable over O'Malley in view of Duke.

Claim 16 recites a network based system for providing a customer with a quote for at least one of a manufactured product and a service wherein the system includes "at least one device...a server connected to said device and configured to receive data relating to at least one of a customer desired medical product and a customer desired medical service...publish a budgetary quote as an Extensible Markup Language (XML) document...load the XML budgetary quote in a quote repository...send an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published budgetary quote...provide the customer access to view the budgetary quote via the URL...receive a customer response based on the budgetary quote...publish a contractual quote as an Extensible Markup Language (XML) document...load the

XML contractual quote in a quote repository...send an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published contractual quote...provide the customer access to view the contractual quote via the URL...receive a customer response comprising at least one of a message to a manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote.”

Neither O'Malley nor Duke, considerable alone or in combination describes or suggests a network based system for providing a customer with a quote for at least one of a manufactured product and a service as recited in Claim 16. Specifically, neither O'Malley nor Duke describe nor suggest a network based method for facilitating providing a customer a quote that includes sending an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published budgetary quote, providing the customer access to view the budgetary quote via the URL, sending an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published contractual quote, and providing the customer access to view the contractual quote via the URL. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. Duke describes that users can receive quotes from a franchisee via e-mail. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected and a description in Duke of the reception of quotes via e-mail do not teach sending the e-mail alert including the URL indicating the location of the published budgetary quote. Accordingly, neither O'Malley nor Duke describe nor suggest a network based method for facilitating providing a customer a quote that includes sending an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published budgetary quote, providing the customer access to view the budgetary quote via the URL, sending an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published contractual quote, and providing the customer

access to view the contractual quote via the URL. For the reasons set forth above, Claim 16 is submitted to be patentable over O'Malley in view of Duke.

Claims 20-23 depend from independent Claim 17, which is recited above.

Neither O'Malley nor Duke, considerable alone or in combination describes or suggests a computer readable medium encoded with a program as recited in Claim 17. Specifically, neither O'Malley nor Duke describe nor suggest a computer readable medium encoded with a program configured to provide the customer a contractual quote based on the received customer response. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. Duke describes that users can receive quotes from a franchisee via e-mail. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected and a description in Duke of the reception of quotes via e-mail do not teach the contractual quote that is based on the customer response to the budgetary quote. Accordingly, neither O'Malley nor Duke describe nor suggest a computer readable medium encoded with a program configured to provide the customer a contractual quote based on the received customer response. For the reasons set forth above, Claim 17 is submitted to be patentable over O'Malley in view of Duke.

When the recitations of Claims 20-23 are considered in combination with the recitations of Claim 17, Applicants submit that dependent Claims 20-23 likewise are patentable over O'Malley in view of Duke.

Claim 24 recites a computer readable medium encoded with a program executable by a computer for providing a customer with a quote for at least one of a manufactured product and a service wherein the program is configured to instruct the computer to, "receive data relating to at least one of a customer desired medical product and a customer desired medical service...publish a budgetary quote as an Extensible Markup Language (XML) document...load the XML budgetary quote in a quote repository...send an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published

budgetary quote...provide the customer access to view the budgetary quote via the URL...receive a customer response based on the budgetary quote...publish a contractual quote as an Extensible Markup Language (XML) document...load the XML contractual quote in a quote repository...send an email alert to the customer, wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published contractual quote...provide the customer access to view the contractual quote via the URL...receive a customer response comprising at least one of a message to a manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote.”

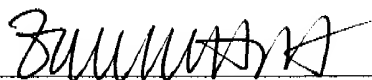
Neither O'Malley nor Duke, considerable alone or in combination describes or suggests a computer readable medium encoded with a program as recited in Claim 24. Specifically, neither O'Malley nor Duke describe nor suggest a computer readable medium encoded with a program configured to instruct the computer to send an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published budgetary quote, provide the customer access to view the budgetary quote via the URL, send an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published contractual quote, and provide the customer access to view the contractual quote via the URL. Rather, O'Malley describes that the user receives only a single stage of quotes from multiple RFQ providers that the user can accept, reject, or ignore. If the user rejects or ignores the quote the user is not obligated in connection with the quote. If the user accepts the quote from any RFQ provider, the user may be financially obligated based on the initial quote. Duke describes that users can receive quotes from a franchisee via e-mail. A description in O'Malley of a single tier of quote in which the quote is made then either accepted or rejected and a description in Duke of the reception of quotes via e-mail do not teach sending the e-mail alert including the URL indicating the location of the published budgetary quote. Accordingly, neither O'Malley nor Duke describe nor suggest a computer readable medium encoded with a program configured to instruct the compute to send an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a location of the published budgetary quote, provide the customer access to view the budgetary quote via the URL, send an email alert to the customer, where the email alert includes a Uniform Resource Locator (URL) indicating a

location of the published contractual quote, and provide the customer access to view the contractual quote via the URL. For the reasons set forth above, Claim 24 is submitted to be patentable over O'Malley in view of Duke.

For at least the reasons set forth above, Applicants respectfully request that the Section 103 rejection of Claims 4-8, 12-16, and 20-24 be withdrawn.

In view of the foregoing remarks, all the claims now active in this application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

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